

TERMS AND CONDITIONS

(The following Terms and Conditions were updated April 1, 2010)

Appendix 3

RESERVATION, PRICE AND PAYMENT

Reservation

When you register for one of our tours, you accept ipso-facto our Terms and Conditions. The reservation will be confirmed depending on the availability of the chosen tour. The reservation will be definitive upon the payment of the requested deposit with the completed and signed Prométour reservation form.

Price Guarantee

All prices are quoted in your local currency unless stated otherwise. Price is calculated using rates and tariffs in place as of the date of your quote. Once Prométour has confirmed your reservation, the land-portion price is guaranteed. In the event of:

- Cost increase of transportation linked to fuel surcharge and/or any domestic/international departure or arrival taxes, security charges or any other types of charges imposed by airlines, airports, governments, etc.
 - Exchange rate modification
 - Tour modification / Group size change
- Prométour reserves the right to adjust the Tour Price and apply surcharges up to 60 days prior to departure.

Adult Supplement

The majority of our tours are designed for students, however adults are welcome to join. A flat adult (+21 years old) supplement of \$10 per day will be charged per adult.

Single/Twin Room Guarantee Supplement

This supplement does not cover night trains, cruise ships or ferries:

	SUPPLEMENT
Double/Twin Occupancy	\$40 per night
Single Occupancy	\$80 per night

Payment

We accept personal checks, money orders, Visa and MasterCard. Your payment is not deemed made until Prométour receives it. A deposit is payable at the time of booking in order to guarantee the reservation. The balance of payment must be made prior to departure. A reservation made after the final payment deadline is payable in full at the time of booking. Failure to pay in full before the balance deadline will result in a management fee of \$150 to cover communication and administration costs. Please note that a non-sufficient fund fee of a minimum of \$50 will be charged to the participant if any payment is denied by the participant's bank.

	DEPOSIT	FULL PAYMENT DEADLINE
Land-Based Programs (by Bus/Train)	\$250	45 days prior to departure
All Programs including flights	\$500	90 days prior to departure

Refunds

No refund will be made for any unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for alternative services.

Payment Protection Coverage

As an active operator under the Québec Travel Agent Act, Prométour shares the coverage available under the regulations of the Travel Agent Law. The coverage, with a multi-million traveler's assistance program, is used to reimburse the advance payments of Prométour's customers. In the unlikely event of Prométour's bankruptcy, insolvency or cessation of business, customer payments will be reimbursed in accordance with the Law. Complete details of the Québec Travel Agent Law may be obtained by writing to:

Québec Consumer Protection Office
5199, rue Sherbrooke Est, bureau 3671, Aile A
Montréal (Québec), H1T 3X2
www.opc.gouv.qc.ca

CANCELLATION AND MODIFICATION

Cancellation Made by Participant

Notice of cancellation must be made in writing to Prométour. Cancellation date will reflect the date the written notification is received. For each cancelled participant, the rate charged to the remaining participants will be increased according to the price list. In the event of cancellation, all train tickets, plane tickets and other vouchers must be returned to our ticketing department before a refund can be processed. Allow 6-9 weeks for processing.

Tours without flights, train or ferry

CANCELLATION	CHARGES
3 months or more prior to travel	No charge*
Between 89 and 60 days	\$150 per person
Between 59 and 30 days	50% of tour cost
Within 29 days before departure	100% of tour cost

*Additional administration fees of up to \$50 may apply

Tours with flights, train or ferry

CANCELLATION	CHARGES
9 months or more prior to travel	No charge*
Between 9 and 4 months	\$300 per person
Between 122 and 90 days	\$600 per person
Between 89 and 45 days	50% of tour cost
Within 44 days before departure	100% of tour cost

*Additional administration fees of up to \$150 may apply

Cancellation Made by Prométour

We reserve the right to cancel a tour. In such case our liability will be limited to the purchase price of the travel services only, and we shall not be liable for any claims, demands, losses or damages of any nature or kind whatsoever you may have by reason of our cancellation of the travel services. Cancellation for country instability will be based on US or Canadian government issued travel warnings for the DESTINATION country(s) of your tour. Prométour cannot be responsible for such cancellation and cancellation charges as stated previously will be assessed. However, we strongly recommend the Prométour cancellation insurance package that gives an extensive coverage.

Modification Made by Participant

Any modification may be considered as a cancellation and may result in cancellation charges as previously stated. Any modification while on tour will not result in any refund if services are decreased but will result in a surcharge to be paid on site if services are increased. A name change is not a modification but is a participant substitution.

Modification Made by Prométour

We reserve the right to modify a tour you have purchased by substituting services, varying the itinerary, or otherwise. Furthermore, suppliers have the right to substitute other suppliers in their place with or without notice. In all cases you will receive a comparable or superior service. During local festivities, national holidays, strikes, demonstration, etc. beyond our control, access to certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. Weather conditions may cause delays, modification or cancellation of services. Prométour does not accept responsibility in such cases. Alternatives will be offered whenever possible.

Participant Substitution

We reserve the right to refuse a participant substitution. A participant wishing to transfer his contract to another person must submit a cancellation form along with the substitute participant's reservation form and all other pertinent information. Any request to correct a participant's first and/or last name after ticketing is considered as a participant substitution. Substitution charges are 50% of due cancellation charges up to a maximum of \$300 not inclusive of any other airline surcharges and/or insurance premium.

RESPONSIBILITIES

Travel Interruption

In the event of your withdrawal from a tour after commencement, Prométour can make no refund. In case of illness or physical limitations, you must obtain a medical certificate in support of any insurance claim. Prométour makes no representation or guarantees concerning reimbursements of funds paid under any insurance claim.

Health and Capabilities

The pace of tours varies, but in general they require participants to be in good physical and mental health. Please inform your Tour Consultant of any physical disabilities or limitations. We recommend that participants seek medical advice before departure. Passengers requiring food complying with special diets should make a request at the time of registration. We will do our best to meet these requests.

Passport, Visas & Administration

The participant is responsible for obtaining all visas, passports, entry documents, health requirements and any documents required by laws, regulations, orders and/or requirements of the countries to be visited. **We suggest that this process be completed well in advance of departure.** Non-US or non-Canadian citizens must consult appropriate consulates to determine if any visas are needed. Failure to do so may result in refusal of travel. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. In addition to appropriate travel documents for your destinations, **minor children (age 18 or under) traveling to any foreign destination when not accompanied by both parents, must have an affidavit stating:**

- The child is traveling to a foreign destination with the permission of the parents/legal guardian.
- The child is traveling in someone else's care.

The affidavit must be signed by both parents (or the sole, documented custodial parent) and must be notarized for some destinations (i.e.: Mexico & Costa Rica...). If a minor child is living with only one parent, the affidavit must be signed by that parent and be accompanied by a copy of their legal custody agreement. It is the sole responsibility of the participant to provide proper documentation. Names on airline tickets must be identical to the passenger's passport. **No refunds will be made for improper documentation resulting in denied boarding or entry.**

Liability

Prométour takes pride in selecting quality suppliers (i.e.: airlines, hotels, ground transport companies, etc.) Each Prométour program begins when you leave from your departure as established in your program and ends upon completion of services established in your program. Prométour acts only as an agent for these suppliers who are independent parties over which we exercise no direct control. Prométour, its affiliates, directors, officers, employees, teacher/group leader and school cannot be held responsible for events beyond their control, including but not limited to: war, civil unrest, politically motivated acts of violence, acts of God, terrorist activities, strikes or government restrictions. Nor are they responsible for personal injury, death, property damage, baggage and personal effect loss or theft, and in the absence of its own gross negligence, arising from the use of any vehicle or from Prométour's selection of, or from any act or omission by, any host family, school, airline, hotel, tour operator, transportation company, sightseeing contractor or other firm, company, agency or individual. Please note that Prométour is not responsible for the behaviour of participants on a tour - this is the sole responsibility of the tour leader, participants and chaperones.

Travel Insurance Coverage

All groups travelling by plane are covered by Prométour's complete cancellation, travel protection and emergency medical insurance package. All land-based international trips include Prométour's emergency medical insurance package. These programs are not optional and can only be revoked for a group with a signed insurance waiver.

Airlines and Airports

Participant(s) are subject to the terms and conditions of the airline, which constitute the sole contract between airline and passenger. Flight delays and schedule changes are the sole responsibility of the airline. Any domestic and international departure or arrival taxes, security charges, fuel surcharges, baggage fees or any other charges imposed by airlines, airports, governments etc. are subject to change without notice due to legislation beyond our control. Prométour reserves the right to pass on said changes to each passenger. Additional tickets may be requested up to a maximum of 45 days prior to departure and may incur additional fees. Alternate return-date requests are limited to 10% of the total group size. It is not possible to alter your return departure-point or flight route. The deadline to submit a request for an alternate return is 90 days prior to departure. A \$150 Prométour Service Fee will be applied for processing your request, and will be upheld if you choose not to take the option we offer. You will be informed of the final cost including any applicable airline supplements before changes are made. Any additional changes will incur fees as previously mentioned.

Claims

Despite all our efforts, claims may arise and we invite you to file your claim in writing by registered mail no later than 21 days after the event causing the claim. In the event of any dispute or proceeding, parties must submit and consent to the exclusive jurisdiction and venue of the courts of the Province of Québec, Canada.